



Fairhaven Board of Selectmen

June 9, 2014 Meeting Minutes

Present: Chairman Robert Espindola, Clerk Charles Murphy, Executive Secretary Jeffrey Osuch, and Administrative Assistant Anne Kakley

Absent: Vice Chairman Geoffrey Haworth

Chairman Robert Espindola called the meeting to order in the Town Hall Banquet Room at 6:35 p.m. The meeting was video-recorded and telecast by the Government Access channel and part of the meeting was audio recorded by Anne Kakley for the Selectmen's Office. Mr. Espindola informed the public that Mr. Haworth would not be in attendance.

MINUTES

- Mr. Murphy motioned to approve the minutes of the **May 27, 2014** meeting, **open** session. Mr. Espindola seconded. Vote was unanimous. (2-0).
- Mr. Murphy motioned to approve the minutes of the **May 27, 2014** meeting, **executive** session. Mr. Espindola seconded. Vote was unanimous. (2-0).

EXECUTIVE SECRETARY'S REPORT

In his report, Mr. Osuch updated the Selectmen on the following meetings:

- Tuesday, **June 10** –
 - 9:30 a.m. – NSTAR trip to Westwood with Anne C re: bills
 - 9:30 a.m. – Council on Aging – Board meeting
 - 3:30 p.m. – Mattapoissett River Advisory Meeting
 - 4:30 p.m. – Mattapoissett River District Meeting
- Wednesday, **June 11** –
 - 1:00 p.m. – DEP – Digester walkthrough
- Thursday, **June 12** –
 - 10:00 to 12:00 p.m. – Climate Change discussion at New Bedford Waste Water Treatment Plant
 - 12:00 p.m. to 5:30 p.m. – Health Fair at the Town Hall
 - 7:00 p.m. – Finance Committee
- Tuesday, **June 17** –
 - 2:00 p.m. – Insurance Advisory Committee
- Wednesday, **June 18** –

- 12:00 p.m. – Bids for Stop Loss
- Monday, **June 23** –
 - 12:00 p.m. – Dispatcher’s mediation
 - 6:00 p.m. – Upweller ribbon cutting
 - 6:30 p.m. – Emergency Preparedness Selectmen’s Meeting at West Island

RECREATION PAYROLL ACCOUNT

Mr. Osuch said that the Recreation Center had exceeded its allotted \$90,000 for its revolving fund and was trending to reach closer to \$130,000 in revenue with all the programs they are running. The Recreation Director estimated that a total projected need to cover the remainder of FY14 would be \$22,031.49. \$11,931.49 remained in payroll and \$2,600 could be transferred from other Recreation Department line items. The Recreation Department had placed a request with the Finance Committee to transfer \$7,500 to cover payroll and programs until the end of FY14.

Mr. Murphy motioned to authorize the transfer of \$1,300 from Recreation Center: Purchase of Services to Recreation Center: Payroll; \$25.17 from Recreation Center: Supplies to Recreation Center: Payroll; \$975 from Recreation Center: Heat, Light, Power to Recreation Center: Payroll; and \$300 from Recreation Center: Dues, Professional Gatherings to Recreation Center: Payroll. Mr. Espindola seconded. Vote passed. (2-0).

USE OF CUSHMAN PARK

Recreation Director Warren Rensehausen has informed the Board that there are two different requests to hold sports “clinics” at Cushman Park. One applicant wants to hold a football clinic, and the other wants to hold a soccer clinic and use the park during fall for games. Both applicants would like to use the field without paying a fee, but will be collecting fees from clinic attendees.

Mr. Osuch said that he sees problems granting permission for applicants to use Cushman Park for paid clinics without charging, in turn, a rental fee. He said that the parks are for public use for general activities. Any costs associated by the clinics (wear and tear on fields/equipment) would have to be paid by the Town. Using the area in the center of the track is where High School teams practice and play games. The School Department has control during the school year and the BPW has to give permission.

Mr. Murphy said that the clinic organizers would want an answer in a timely manner to plan their clinics, but that the Board would have to look into it more. He added that they would have to offer proof of insurance.

Mr. Espindola said that he would not favor expending any Town money as a result of the clinics using the fields. He said that he would like to see the Recreation Center work with the Board of Public Works to put together a policy for the Selectmen to review.

Mr. Murphy added that he would like the topic of Cushman Park on the June 23 agenda to give an answer to the applicants as quickly as possible. Mr. Murphy motioned to send a memo to the Recreation Center and the Board of Public Works to create a set of regulations for anyone looking to use the parks. Mr. Espindola seconded. Vote carried. (2-0).

PROCLAMATIONS

Two proclamations for Michael Gagliardi and Michael Murphy, retiring Principal and Assistant Principal of Greater New Bedford Vocational High School (respectively), were not read, as they will be presented at a later date by Mr. Murphy.

Another proclamation was presented for former resident Gladys Vieira, who celebrated her 100th birthday in 2013.

Mr. Murphy motioned to sign the three proclamations. Mr. Espindola seconded. Vote carried. (2-0).

NOTICE TO PROCEED – SIDEWALK DESIGN

The Board reviewed a Notice to Proceed from Joseph Booth and a contract with Thompson-Farland for design work to be done on the brick sidewalks on the William and Center Street sides of the Town Hall. Once the drawings are complete, said Mr. Osuch, the Town was planning to go out to bid on the work prior to winter.

Mr. Murphy said that the work would not change the historical look of the sidewalks, but would just even out the sidewalk, remove tripping hazards and make the sidewalks handicap-accessible. Mr. Murphy motioned to sign the Notice to Proceed (Change Order) and the contract with Thompson-Farland. Mr. Espindola seconded. Vote carried. (2-0).

POLICE/FIRE ROOF RFP

Mr. Osuch said that there is an RFP (Request for Proposals) out for roof replacement to the Police/Fire Headquarters. Proposals are due by June 23. Over 20 firms have requested a copy of the RFP. He said that the Selectmen would need to select a Selectman representative to work on whittling down the group of applicants. Mr. Espindola recommended tabling the matter until Mr. Haworth could be present on June 23.

FORT PHOENIX 5K

The Board read a letter from Kathy Lopes requesting permission to hold the 14th annual Fort Phoenix 5K Walk/Run on September 7, 2014. Mr. Murphy commented that Ms. Lopes always does an excellent job on this event. Mr. Espindola agreed. Mr. Murphy motioned to approve the event. Mr. Espindola seconded. Vote carried. (2-0).

NSTAR GAS PERMITS

Mr. Murphy motioned to approve an NSTAR gas permit for 107 Adams Street, previously approved by the Board of Public Works. Mr. Espindola seconded. Vote carried. (2-0).

ANIMAL SHELTER DONATIONS

The Board reviewed Animal Shelter donations totaling \$715. Mr. Murphy noted that some of the donations were made in the memory of George Quirk and he thanked his family for their generosity. Mr. Murphy motioned to accept the donations. Mr. Espindola seconded. Vote carried. (2-0).

OUTDOOR MOVIE NIGHT AT LIVESEY PARK

The Board read a letter from John Medeiros, Wayne Oliveira and Vicki Paquette, requesting to hold an Outdoor Movie Night at Livesey Park on Saturday, July 26. In addition to a movie, there will be food available for purchase, free popcorn and some entertainment. Mr. Murphy motioned to approve. Mr. Espindola seconded. Vote carried. (2-0).

CAPITAL PLANNING COMMITTEE

The Board read a letter of interest from Town resident Cathy Melanson, president of the Fairhaven Business Association, who requested appointment to the newly-formed Capital Planning Committee. Ms. Melanson was present.

Mr. Espindola asked Ms. Melanson to speak on her request. Mr. Melanson said that she is a lifelong resident and a successful business owner.

Mr. Murphy motioned to appoint Ms. Melanson to the Capital Planning Committee. Mr. Espindola seconded. Vote carried. (2-0). Mr. Espindola asked Ms. Melanson to extend an invitation to the members of the Fairhaven Business Association to apply to be on the Capital Planning Committee, as there are still vacancies.

CDBG INTERVIEW – PATRICIA PACELLA

At 7:10 p.m., the Board met with Patricia Pacella, finalist for the Administrative Assistant position in the CDBG department. Mr. Roth, CDBG Administrator, interviewed four candidates and recommended Ms. Pacella for the position.

Mr. Espindola asked Ms. Pacella why she would like the position. Ms. Pacella answered that she has been the Planning Board and the Conservation Commission secretary for the past couple years and that she would like to continue working for the Town, but that she would like the opportunity to work during the day. She said that she realized that she would have to stop taking minutes at night if she were appointed to the CDBG administrator, so as not to exceed the 19 hours a week.

Mr. Murphy motioned to appoint Ms. Pacella to CDBG Administrative Assistant, 19 hours a week, without benefits, and set her pay rate to Non-Union Level 10, Step 1 (\$17.93/hour). Mr. Espindola seconded. Vote carried. (2-0).

ONE DAY BEER AND WINE LICENSE – BENEFIT

The Board read an application from Jean Carr for a one-day beer and wine license for a fundraiser event to be held on June 22, 2014, at 47 Middle Street. Mr. Murphy motioned to approve the license. Mr. Espindola seconded. Vote carried. (2-0).

CDBG 2012 – PARK STREET – EXTENSION REQUEST

Mr. Murphy motioned to approve a contract extension for the 2012 CDBG contract for Park Street and to authorize the Chairman to sign the extension paperwork. Mr. Espindola seconded. Vote carried. (2-0).

CDBG CONTRACT AMENDMENT #4 – NORTH FAIRHAVEN

The Board reviewed Contract Amendment #4 for the CDBG North Fairhaven Target Area, previously approved by CDBG Administrator Bill Roth. Mr. Murphy motioned to approve the contract amendment. Mr. Espindola seconded. Vote was unanimous. (2-0).

BEAUTIFICATION APPOINTMENT

The Board reviewed a letter of interest from Gary Lavalette for appointment to the Beautification Committee. Mr. Murphy motioned to appoint Mr. Lavalette to the Beautification Committee. Mr. Espindola seconded. Vote carried. (2-0).

USE OF TOWN HALL AUDITORIUM

The Board read a letter from Children’s Librarian Jane Murphy for use of the Town Hall auditorium on June 26 and August 6, from 9:00 a.m. to noon on both days. Mr. Murphy motioned to approve the request. Mr. Espindola seconded. Vote carried. (2-0).

BUZZARD’S BAY TASK FORCE

At 7:18 p.m., the Board met with Lieutenant Brian Swintek of the Coast Guard, Harbormaster David Darmofal and Assistant Harbormaster Timothy Cox.

Lt. Swintek said that the Buzzard’s Bay Task Force was formed to create and improve a inter-municipal response to harbor emergencies, including search-and-rescue, fire, oil spills, etc. Lt. Swintek said that, throughout the process, it has been difficult to coordinate the various agencies, which includes Police Departments, Fire Departments, and Harbormasters from along Buzzard’s Bay. He said that Mr. Darmofal and Mr. Cox had been instrumental in making the BBTF a success, and he thanked them for their work. Specifically, Mr. Swintek read a letter of praise for Mr. Cox.

Mr. Darmofal thanked Lt. Swintek for his work in pulling the BBTF together.

Fran Cox was recognized by the Chairman. He stated that he was very proud of his son, Tim Cox.

The Board thanked Lt. Swintek, and Mr. Darmofal and Mr. Cox for their work on the BBTF. Mr. Murphy also offered condolences from the Board to Mr. Darmofal, upon the passing of his father.

BAN NOTE – WOOD SCHOOL

At 7:28 p.m., the Board met with Treasurer/Finance Director Wendy Graves to review a BAN in the amount of \$400,000 at 0.30% for three (3) months for the Wood School. The Town is waiting for a \$375,000 reimbursement from the State, but that reimbursement cannot be received until the school receives a final audit. There is an ongoing dispute regarding cracks in the concrete at the school and Mr. Osuch said that the project has to be closed out to prevent an impact on the Town's Free Cash.

Mr. Murphy motioned to sign the BAN. Mr. Espindola seconded. Vote carried. (2-0).

MUTUAL AID AGREEMENT

The Board reviewed a letter from Town Counsel, approving the signing of a Southeastern Massachusetts Law Enforcement Mutual Aid Agreement, with a recommendation to the Police Department to create a policy by which police officers may pursue activity into other towns. See Attachment A.

After some discussion, Mr. Murphy motioned to approve and sign the agreement. Mr. Espindola seconded. Vote carried. (2-0).

TAX TITLE AUCTIONS

The Board discussed the auctioning of three tax title properties: 14 Grandview Ave, 12 Diamond Street and 124 Alden Road. They reviewed the three auctioneers they had interviewed in previous meetings: Jay Kivowitz, who has auctioned residential tax title properties for the Town in the past; Paul Zekos; and JJ Manning, who specializes in commercial property auctions.

In discussing the matter with Ms. Graves and Mr. Osuch, the Board decided it would be comfortable having Mr. Kivowitz auction off the residential properties and auction 124 Alden Road separately, possibly with Mr. Manning. Mr. Murphy said that he wanted to give the Board some time to receive feedback from the community regarding the auction versus lease options available to the Town at the 124 Alden Road location. If the Board opts for the lease on 124 Alden Road, it will have to do so with an RFP.

Mr. Murphy motioned to auction 12 Diamond Street, 14 Grandview Avenue, and any additional smaller tax title parcels of undeveloped land, as soon as possible. Mr. Espindola seconded. Vote carried. (2-0).

The decision of the 124 Alden Road property will be on the agenda for June 23. Mr. Osuch said that if the Board decides to lease 124 Alden Road, the RFP process could take several months.

CONTACT INFORMATION – WEB

Mr. Espindola said that he would like to see more Town committee and board members have an email linked on the Town website so they could be contacted by residents with questions. In particular, he said that he would like to see the Chairmen of each board and committee be accessible via email or phone number.

Mr. Murphy motioned to authorize Ms. Kakley to send a memo out to boards and committees seeking permission to link emails. Mr. Espindola seconded. Vote carried. (2-0).

ROD TAYLOR – EXPANSION REQUEST WITHDRAWN

In a letter to the Board of Selectmen, Rod Taylor withdrew his request to expand his aquaculture operation to 101 acres. Mr. Taylor said that he would instead focus his efforts on creating a shellfish hatchery on Goulart Memorial Drive.

EDUCATIONAL BENEFITS – POLICE DEPT

The Board read a memo from the Police Chief asking them to approve educational benefits for Andrew Quintin (Associates) and Kevin Swain (Associates equivalent), retroactive to the time of the degree acquisition (May 19, 2014). Mr. Murphy congratulated the officers on their degrees and motioned to approve the educational benefits retroactive to May 19, 2014. Mr. Espindola seconded. Vote carried. (2-0).

INDEPENDENCE DAY PROGRAM

The Board reviewed a memo from Tourism Director Christopher Richard. Mr. Richard invited the Board to participate in the July 4 program, which would include the raising of the “Big Flag” at the High School, a motorcade to Fort Phoenix, a reading of the Declaration of Independence and the firing of the cannons. Mr. Espindola and Mr. Murphy said that they would both be in attendance, and Mr. Espindola will read the Declaration of Independence excerpt.

FLAG DAY CEREMONY

Mr. Espindola read a letter regarding Flag Day, which falls on Saturday, June 14. The new 30 by 50 foot flag, donated by the Fairhaven High School Class of 2014, will be raised.

PART-TIME BENEFITS

The Board read a memo from the Personnel Board requesting the Board issue an addendum to the Personnel Bylaws. The Board decided to discuss the memo in Executive Session.

USE OF TOWN COUNSEL – ZBA

The Board read a request from the Zoning Board of Appeals to authorize the use of Town Counsel. Mr. Murphy motioned to approve the use of Town Counsel for the ZBA. Mr. Espindola seconded. Vote carried. (2-0).

NSTAR RIGHT-OF-WAY HERBICIDES

Mr. Espindola read a memo from NSTAR, which advised the Board NSTAR third-party contractors will be applying herbicides to several electric and gas rights-of-way.

UPWELLER RIBBON CUTTING

Mr. Espindola announced that there would be a ribbon cutting for the Upweller, located at Hoppy's Landing, prior to the regularly scheduled Emergency Preparedness meeting at the West Island Community Center on June 23, 2014. Ms. Kakley will change the posting time of the June 23 meeting to 6:00 p.m., which is when the ribbon cutting is scheduled.

OTHER BUSINESS

In Other Business:

- Mr. Murphy noted the passing of Joseph Darmofal, father to Harbormaster David Darmofal and grandfather to Police officer Marc Darmofal. He offered condolences from the Board
- Mr. Murphy said that he attended the opening of a photography installation at the Art on Center on June 7, which featured the work of Bernadette Costa, Robert Smith and Jim Mahaney
- Mr. Murphy offered his congratulations to the Fairhaven Class of 2014, who graduated on Sunday, June 8
- Mr. Espindola congratulated Mr. Murphy, whose daughter Alyssa graduated from New Bedford Vocational High School
- Mr. Espindola praised Fairhaven High School graduates, noting that they received \$2,029,352 in scholarships. He said that he was pleased that the graduation also identified the students that would be entering the military branches
- Mr. Espindola said that he had arranged for Phil Washko to meet with the Board of Selectmen to make recommendations on the hiring of an IT consultant

- Mr. Espindola said that he had met with Chris Richard at the Old Stone Schoolhouse that previous weekend, and that he thought Mr. Richard would now be willing to serve on the Harbor Advisory Committee
- Mr. Espindola noted that the Town Clerk in the Town of Hardwick, MA, had been cleaning out her files when she found a proclamation for the Town of Fairhaven upon their sesquicentennial. The document was about 50 years old. Mr. Espindola thanked the Town of Hardwick for the thoughtful gesture. Mr. Murphy motioned to have Ms. Kakley send a letter of thanks to Hardwick Town Clerk Paula Roberts. Mr. Espindola seconded. Vote carried. (2-0)

At 8:21 p.m., Mr. Murphy motioned to enter Executive Session, pursuant to MGL 30A § 21:

- To discuss strategy with respect to Executive Session minutes
- To discuss strategy with respect to Treasurer personnel
- To discuss a request from the Personnel Board to add an addendum to the Personnel Book
- To discuss strategy with respect to the Dispatchers Union

Mr. Espindola seconded the motion to enter Executive Session for the aforementioned reason, not to reconvene into open session afterward. Vote carried. (2-0). Roll call vote: Mr. Espindola in favor. Mr. Murphy in favor.

Respectfully,

Anne Kakley

Administrative Assistant
Board of Selectmen
(Minutes approved 6/23/2014)

**SOUTHEASTERN MASSACHUSETTS LAW ENFORCEMENT
MUTUAL AID AGREEMENT**

WHEREAS, the parties to this agreement recognize that in certain situations the ability of police officers to exercise police powers outside the territorial limits of the municipality where such police officers are regularly employed, may be desirable and necessary in order to increase the capability of such police departments to protect the lives, safety, and property of the public; and

WHEREAS, chapter 40, section 8G of the Massachusetts General Laws authorizes cities and towns which have accepted its provisions to enter into law enforcement mutual aid agreements; and

WHEREAS, each of the parties to this agreement has duly accepted the provisions of M.G.L. c. 40, s. 8G, and desires to enter into an agreement which sets forth mutually agreeable terms and conditions for the furnishing of law enforcement mutual aid and for the exercise of police authority by police officers of each municipal signatory within the territorial/jurisdictional limits of each other municipal signatory.

NOW, THEREFORE, the parties to this agreement agree as follows:

1.0 DEFINITIONS

“Commanding Officer” means the Chief of Police or, in the absence of the Chief of Police, the police officer designated as having supervisory or command responsibility.

“Equipment” or “Police Equipment” means any tangible personal property authorized and used by police officers pursuant to this agreement including, but not limited to, motor vehicles, radios, uniforms and accessories, weapons and ammunition, “pepper spray”, handcuffs, baton, body armor, cameras, etc.

“Municipality” means a city or town (or, where appropriate, other entity such as a university or out-of-state community, for example) which is a signatory to this agreement.

“Mutual Aid” means the provision of police officers and equipment by one municipality to another pursuant to this agreement.

“Lead Agency” means the police department requesting assistance from multiple agencies or host community where services are needed.

“Police Officer” means any person appointed to be a sworn member of the police department of a municipality and authorized to exercise police powers, including the power of arrest.

“Requesting Municipality” means the police department that requests police officers or police equipment from another signatory police department pursuant to this agreement.

“Responding Municipality” means the police department which provides police officers or police equipment to another signatory police department pursuant to this agreement.

2.0 MUTUAL AID AND EXTRATERRITORIAL AUTHORITY

2.1 As a signatory to this agreement, each city or town and Chief of Police hereby requests the assistance of each of the other signatory and their departments and police officers, in conducting law enforcement activities, protecting the lives, safety, and property of the people within their cities and towns so long as this agreement is in effect, and no further specific mutual aid request is required subject to the provisions of this agreement.

2.2 A police officer of any signatory police department, while on-duty, who observes or becomes aware of criminal activity or any violation of law or situation requiring immediate police intervention within any other signatory city or town, shall, even in the absence of a specific request for mutual aid (See 2.1 above), be empowered to take police action for the purpose of preventing harm to the public, preventing the loss or damage to property, stopping unlawful behavior or detaining an offender pending the arrival of a police officer where the violation occurred. Such law enforcement action shall be deemed to be mutual aid to the city or town where the crime or other violation has or is occurring. Each signatory community and Chief of Police intends that full police authority is conveyed to every police officer of every signatory community in every municipality whose authorizing authority has signed this agreement.

2.3 The police powers, rights, privileges and immunities of any police officer employed by a party to this agreement shall extend to the territorial limits of each other party to this agreement while such officer is in the course of providing mutual aid, or engaging in other authorized actions outlined in this agreement, including while in, or travelling to or from another signatory jurisdiction.

2.4 A police officer of any signatory police department while acting in his or her official capacity, that has lawful custody of a person including but not limited to transportation to or from court, a detention facility, medical facility or hospital, or other facility, shall be empowered to exercise all police powers in maintaining custody of or retrieving said prisoner. Such general grant of police authority shall include preserving the peace, or protecting the lives and safety of persons at or near said facilities or courts.

2.5 A police officer of any signatory police department while acting in his or her official capacity, shall be empowered to exercise all police powers in the protection of a funeral procession, motorcade, or other ceremonial procession while in, or travelling to or from any other signatory community.

2.6 A police officer of any signatory police department, shall be empowered to exercise all police powers while acting in the capacity as a member of regional law enforcement council, cooperative criminal investigation, task force operation, or police action in any other signatory community.

2.7 A police officer of any signatory police department, after being requested by the host city or town police department having jurisdiction, shall be empowered to exercise all police powers in the performance of duties while working so-called "private special details" or other similar assignments.

2.8 Nothing in this section authorizes a police officer or department to patrol or otherwise provide police service in another jurisdiction against established practices or policies of the Chief of Police of that municipality.

2.9 This agreement is not intended to substitute for or preclude any other agreements that may now or hereafter be in effect among any of the parties to this agreement. Nor does it supersede any other means, such as M.G.L. c. 41, s. 99, by which police officers may be requested or supplied.

2.10 It is understood and agreed that any assistance furnished under this agreement may be recalled at the discretion of the responding municipality.

3.0 PROCEDURES

3.1 A police officer of any signatory police department who stops an offender for any violation that originally occurred within that officers jurisdiction, but is not stopped until

the violator is in another signatory jurisdiction, shall be empowered to exercise all police powers in the neighboring jurisdiction to further the prosecution of the original motor vehicle offense or any other criminal or civil violation (e.g. M.G.L. c.90 s. 24 Operating Under the Influence of Intoxicating Liquor, etc.), including but not limited to seizing evidence or arresting an individual for offenses discovered after the stop was made.

3.2 A police officer of any signatory police department who stops an offender, seizes or arrests an individual for an offense that originally occurred outside his or her territorial jurisdiction, shall as soon as practicable notify the department having jurisdiction over the place where the stop, seizure or arrest was made. The decision of whether to issue a citation, or further criminal charges against the person stopped, or maintain custody of an individual seized or arrested pursuant to this section, shall be the sole discretion of the department having jurisdiction over the place where the violation occurred. If an arrest takes place, the subject of the arrest will then be transported by a host agency police officer and booked in the host agency lock-up facility. The original arresting officer will also report to the host police station to complete all necessary reports or required court paperwork. Should the Chief of Police or officer-in-charge of the police department with jurisdiction where the offense occurred, deem such stop, seizure or arrest to be unreasonable, unlawful or without probable cause, nothing in this agreement shall require him or her to cite, further detain, or further pursue criminal charges.

3.3 In cases where a violation spans more than one jurisdiction, or where offenses are committed in more than one jurisdiction, any department having jurisdiction over a violation may prosecute that violation.

3.4 A police officer of any signatory police department who stops, seizes or arrests an individual outside his territorial jurisdiction pursuant to this agreement, shall provide to the police department having jurisdiction where the offense occurred, full and complete information about his or her observations and actions, including but not limited to a written report of all observations or actions taken. Every signatory police department shall ensure that all police officers are available for any and all necessary court appearances, hearings or other official proceedings as requested by the host agency.

4.0 CHAIN OF COMMAND

4.1 Any signatory police department may request assistance from any other signatory police department for any valid law enforcement purpose including but not limited to technical, investigative or tactical assistance, traffic control, assistance in times of disaster,

disturbances or other significant events, and the filling of assignments including so-called "private" or "special details". The department requesting assistance or host community where services are needed, for command and control purposes, shall be referred to herein as the "lead agency". Police officers participating in any multi-agency investigation, enforcement action, or law enforcement council operation, shall act under the direction and control of the lead agency/host community Chief of Police or commanding officer, unless otherwise agreed to.

5.0 LIABILITIES AND IMMUNITIES

5.1 Each signatory community shall be liable for the salaries, overtime and benefits of its police personnel and equipment costs, including but not limited to, damage or loss of equipment, use of fuel or other supplies, while providing assistance to another signatory community. All compensation and other benefits enjoyed by police officers in their own jurisdiction, shall extend to them while providing assistance to another signatory community.

5.2 All immunities from liability or statutory protections enjoyed by each police officer of any signatory police department within its own jurisdiction, shall extend to participation in rendering assistance outside its boundaries to the extent allowed by law

6.0 RULES AND REGULATIONS

6.1 All police officers of any signatory police department acting pursuant to this agreement, or who are performing law enforcement duties outside their territorial jurisdiction, shall adhere to the rules, regulations, policies and procedures of their own department. Should a situation arise whereby an officer is asked by a commanding officer of another department or lead agency to perform a task or duty which is in violation of the rules, regulations, policies and procedures of the officer's own department, he or she shall immediately notify said commanding officer that he or she cannot perform the task requested or instruction given.

7.0 SEVERABILITY

7.1 This agreement shall be governed by and interpreted in accordance with Massachusetts law. If any provision of this agreement is determined to be invalid or unenforceable by final judgment of a court of competent jurisdiction, the remaining provisions shall continue in effect to the extent permitted by law.

8.0 TERMINATION

8.1 This Mutual Aid Agreement shall remain in effect until terminated by all parties. Should any signatory to this agreement wish to withdraw from the agreement, it may do so by notifying all other signatories in writing with 30 days notice. This agreement will remain in full force and effect for all other remaining signatories.

IN WITNESS WHEREOF, this agreement has been executed as a sealed instrument by the parties hereto on this 9th day of June, 20 14.

City / Town of Fairhaven.

[Signature] / Robert J. Espindola
Signature of Chief Executive or Elected Official(s) Printed Name and Title Chairman
Select Board

[Signature], Sr. / Charles K. Murphy, Sr.
Signature Printed Name and Title Clerk
Select Board

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Signature Printed Name and Title

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Signature Printed Name and Title

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